



RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement (this Listing) are:

Landlord: Gustavo Matias Dos Santos

Address: 935 La Posada Drive #222

City, State, Zip: Austin, TX 78752

Phone: 661-808-3614

Mobile: 661-808-3614

E-Mail/Fax Number: gumatias@gmail.com

Broker: Berskhire Hathaway Home Services Texas Realty

Mark Garner

Address: 3303 Northland Drive, Suite 100

City, State, Zip: Austin, TX 78731

Phone: 512-496-4279

Mobile: 512-496-4279

E-Mail/Fax Number: mgarner@bhhstx.com

Landlord appoints Broker as Landlord's sole and exclusive real estate agent and grants to Broker the exclusive right to lease the Property.

2. PROPERTY: "Property" means the land described below, its improvements, its fixtures, and the non-real estate items described below, except for any exclusions described below.

A. Land: Lot _____, Block _____, Unit 222 Bldg 2 Flats at 935
Condominiums Amended Plus 1.98% Int. in Com Area _____ Addition, City of Austin,
in Travis _____ County, Texas known as _____,
935 La Posada Drive #222 78752 (address/zip code),
or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. Non-Real Estate Items: Except for items excluded in Paragraph 2C, Landlord instructs Broker to market the Property with all its fixtures and improvements and the following non-real estate items: Refrigerator,
Washer & Dryer

C. Exclusions: Landlord will remove the following: _____


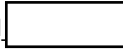
_____.

3. LISTING PRICE: Landlord instructs Broker to market the Property:

- A. at a monthly rental of \$ 1,550.00 (Listing Price); and
B. for a lease term of not less than 6 months and not more than 12 months.

4. TERM:

- A. This Listing begins on 10/27/2023 and ends at 11:59 p.m. on 12/31/2024.
B. If Landlord enters into a binding written lease for the Property before the date this Listing begins and the lease is binding on the date this Listing begins, this Listing will not commence and will be void.

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5. BROKER COMPENSATION:

A. When earned and payable, Landlord will pay Broker:

- ☒ (1) 70.00 % of one full month's rent to be paid under a lease of the Property.
☐ (2) _____ % of all rents to be paid under a lease of the Property.
☐ (3) _____.

B. Earned: Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Landlord agrees to lease or rent the Property to anyone at any price and on any terms, whether by written or oral agreement or option;
 (2) Broker individually or in cooperation with another broker procures a tenant ready, willing, and able to lease the Property at the Listing Price for a term stated in Paragraph 3 or at any other price or term acceptable to Landlord; or
 (3) Landlord breaches this Listing.

C. Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends, at the earlier of:

- (1) the time Landlord and any tenant agree to lease or rent the Property;
 (2) Landlord's refusal to lease the Property after Broker's compensation has been earned;
 (3) Landlord's breach of this Listing; or
 (4) at such time as otherwise set forth in this Listing.

D. Other Compensation:

(1) Compensation for Renewal: If Landlord renews or extends a lease or rental agreement with a tenant procured under this Listing, Landlord, at the time the renewal or extension begins, will pay Broker the amount described below. This Paragraph 5D(1) survives termination of this Listing.

- ☐ (a) _____ % of one full month's rent to be paid under the renewal or extension.
☐ (b) _____ % of all rents to be paid under the renewal or extension.
☐ (c) _____.

(2) Compensation for a Sale:

(a) If Landlord agrees to sell the Property, by written or oral agreement or option, to a tenant procured under this Listing not later than the time the tenant vacates the Property, Landlord will, at the time the sale closes, pay Broker:

- ☐ (i) _____ % of the sales price.
☐ (ii) _____.

(b) If Landlord sells or agrees to sell the Property during the term of this Listing, Landlord will pay Broker the amount specified in Paragraph 5D(2)(a) at the time the sale closes.

(3) Service Providers: If Broker refers Landlord or a prospective tenant or buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(3) is in addition to any other compensation Broker may receive under this Listing.

(4) Other Fees: Any application fee or administrative fee paid to the Broker is retained by the Broker.

(5) Reimbursable Expenses: _____

 _____:

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 60 days.
- (2) Not later than 10 days after this Listing ends, Broker may send Landlord written notice specifying the names of persons whose attention was called to the Property during this Listing. If Landlord agrees to lease or sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Landlord will, at the time Landlord agrees to lease or sell the Property, pay Broker the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
 - (a) Landlord agrees to lease, rent, or sell the Property during the protection period;
 - (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the lease, rental, or sale is negotiated; and
 - (c) Landlord is obligated to pay the other broker a fee for the lease, rental, or sale.

F. County: All amounts payable to Broker are to be paid in cash in Travis
County, Texas.

6. LISTING SERVICES:

A. Filing: Landlord instructs Broker as follows: *(Check 1 or 2 only.)*

- ☒ (1) Broker will file this Listing with one or more Multiple Listing Services (MLS) according to the following:
(Check only one box.)
- ☒ (a) Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Landlord authorizes Broker to submit information about this Listing and the lease of the Property to the MLS.
- ☐ (b) Landlord instructs Broker not to file this Listing with one or more Multiple Listing Services (MLS) until _____ days after the date this Listing begins for the following purpose(s): _____
- _____
(NOTE: Do not check if prohibited by MLS(s).)

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires including leased or sold data. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers, agents, and real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

- ☐ (2) Broker will not file this Listing with any Multiple Listing Services (MLS) or other listing service.

Notice: Landlord acknowledges and understands that if this option is checked: (1) Landlord's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their tenant clients may not be aware that Landlord's Property is offered for lease; (2) Landlord's Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (3) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Landlord is marketing the Property.

B. Listing Content: If Broker files this Listing under Paragraph 6A(1)(a) or (b), the parties agree to the following:

(1) Definitions:

- (a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property.
- (b) "Landlord Listing Content" means Listing Content provided by Landlord to Broker or Broker's associates.
- (c) "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this Listing.

(2) Landlord grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Landlord Listing Content, to prepare derivative works of the Landlord Listing Content, and to distribute the Landlord Listing Content, including any derivative works of the Landlord Listing Content. This Paragraph 6B(2) survives termination of this Listing.

(3) All Broker Listing Content is owned exclusively by Broker, and Landlord has no right, title or interest in or to any Broker Listing Content.

(4) Landlord understands and agrees that both the Landlord Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

7. ACCESS TO THE PROPERTY:

A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and lease of the Property, Landlord instructs Broker to:




- (1) access the Property at reasonable times;
- (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to enter the Property at reasonable times; and
- (3) duplicate keys to facilitate convenient and efficient showings of the Property.

B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: _____.

C. Keybox: **A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Landlord's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**

- (1) Broker ☒ is ☐ is not authorized to place a keybox on the Property.
- (2) If a tenant occupies the Property at any time during this Listing, Landlord will furnish Broker a written statement (for example, TXR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or

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property loss to Landlord or any other person. Landlord assumes all risk of any loss, damage, or injury.
Except for a loss caused by Broker, Landlord will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective tenants. Broker will offer to pay the other broker a fee as described below if the other broker procures a tenant that leases the Property.

A. MLS Participants: If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the tenant (*complete only one*): 30 _____ % of one month's rent to be paid under a lease; _____ % of all rents to be paid under a lease; or \$ _____; and
- (2) if the other broker is a subagent (*complete only one*): _____ % of one month's rent to be paid under a lease; _____ % of all rents to be paid under a lease; or \$ _____.

B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the tenant (*complete only one*): 30 _____ % of one month's rent to be paid under a lease; _____ % of all rents to be paid under a lease; or \$ _____; and
- (2) if the other broker is a subagent (*complete only one*): _____ % of one month's rent to be paid under a lease; _____ % of all rents to be paid under a lease; or \$ _____.

9. INTERMEDIARY: (*Check A or B only.*)



☒ A. Intermediary Status: Broker may show the Property to interested prospective tenants or buyers who Broker represents. If a prospective tenant who Broker represents offers to lease or buy the Property, Landlord authorizes Broker to act as an intermediary and Broker will notify Landlord that Broker will service the parties in accordance with one of the following alternatives.

- (1) If a prospective tenant or buyer who Broker represents is serviced by an associate other than the associate servicing Landlord under this Listing, Broker may notify Landlord that Broker will: (a) appoint the associate then servicing Landlord to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Landlord; and (b) appoint the associate then servicing the prospective tenant or buyer to the prospective tenant or buyer for the same purpose.
- (2) If a prospective tenant or buyer who Broker represents is serviced by the same associate that is servicing Landlord, Broker may notify Landlord that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective tenant or buyer; and (b) appoint the associate servicing the Landlord under this Listing to Landlord for the same purpose.
- (3) Broker may notify Landlord that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Landlord agrees that Broker will not show the Property to prospective tenants or buyers who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ♦ may not disclose to the prospective tenant or buyer that Landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by Landlord;
- ♦ may not disclose to Landlord that the prospective tenant or buyer will pay a price greater than the price submitted in a written offer to Landlord unless otherwise instructed in a separate writing by the prospective tenant or buyer;

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- ♦ may not disclose any confidential information or any information Landlord or the prospective tenant or buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ♦ may not treat a party to the transaction dishonestly; and
- ♦ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Landlord except as authorized by Landlord or required by law. Broker may not disclose to Landlord any confidential information regarding any other person Broker represents or previously represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for lease, procure a tenant, and negotiate the lease of the Property.
- B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked.
- ☐ (1) Landlord does not want this Listing to be displayed on the Internet.
- ☐ (2) Landlord does not want the address of the Property to be displayed on the Internet.

Notice: Landlord understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

- C. In addition to other authority granted by this Listing, Broker may:
- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
 - (2) place a "For Lease" sign on the Property and remove all other signs offering the Property for sale or lease;
 - (3) furnish comparative marketing and lease information about other properties to prospective tenants;
 - (4) disseminate information about the Property to other brokers and to prospective tenants, including applicable disclosures or notices that Landlord is required to make under law or a lease;
 - (5) accept and deposit money for security deposit(s), application fees, and rent in trust in accordance with a lease for the Property and to make authorized deductions and offsets from such money for Broker's compensation, reimbursements, and other authorized purposes;
 - (6) disclose the terms of a lease for the Property to other brokers, appraisers, or other real estate professionals;
 - (7) in response to inquiries from prospective tenants and other brokers, disclose whether Landlord is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Landlord);
 - (8) advertise, during or after this Listing ends, that Broker "leased" the Property; and
 - (9) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

D. Make Ready:

- ☒ (1) Broker may not arrange for contractors to make repairs or alterations to the Property.

- ☐ (2) Broker may arrange for contractors to make repairs or alterations to the Property. The total cost of repairs or alterations may not exceed \$_____, unless Landlord consents to any excess. Unless this agreement limits Broker's discretion otherwise, Broker will use Broker's best judgment in selecting contractors and determining the repairs or alterations to be made. Landlord will:
- ☐ (a) pay the contractors directly and pay Broker a service fee of _____ upon receipt of the contractors' and Broker's invoices.
- ☐ (b) reimburse Broker for the costs Broker incurs for any repairs or alterations and pay Broker a service fee of _____ upon receipt of Broker's invoice.
- E. Broker is not authorized to execute any document in the name of or on behalf of Landlord concerning the Property.

12. LANDLORD'S REPRESENTATIONS: Except as provided by Paragraph 15, Landlord represents that:

- A. Landlord has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- B. Landlord is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Landlord is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except _____;
- F. Landlord is not aware of any liens or other encumbrances against the Property, except _____;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Landlord provides to Broker is true and correct to the best of Landlord's knowledge;
- I. there are no optional user fees for the use common areas (for example, pool or tennis courts in the Property's addition except: _____;
- J. Landlord is not aware of a condition concerning the Property that materially affects the health or safety of an ordinary tenant except: _____;
- _____;
- and
- K. the Landlord Listing Content, and the license granted to Broker for the Landlord Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity.

13. LANDLORD'S ADDITIONAL PROMISES: Landlord agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and lease of the Property;
- B. not rent, lease, or sell the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective tenant who may contact Landlord directly, but refer all prospective tenants to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a lease of the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and

- I. disclose any restrictions in Landlord's insurance on the property that affects Tenant's use of property (for example prohibitions of trampolines, aggressive animals, or above-ground pools).

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Landlord must notify Landlord's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property or for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) other brokers or their associates who may have information about the Property on their websites;
 - (3) acts of third parties (for example, vandalism or theft);
 - (4) freezing water pipes;
 - (5) a dangerous condition on the Property;
 - (6) the Property's non-compliance with any law or ordinance; or
 - (7) Landlord, negligently or otherwise.
- C. Landlord agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:
 - (1) are caused by Landlord, negligently or otherwise;
 - (2) arise from Landlord's failure to disclose any material or relevant information about the Property; or
 - (3) are caused by Landlord giving incorrect information to any person.

15. SPECIAL PROVISIONS:

The Tenants shall have the carpets steam cleaned at move out from the end of the lease term.
The tenants shall have the home professionally cleaned at move out from the end of the lease term.
The Tenants shall maintain a renter's insurance policy during the lease.

16. **DEFAULT:** If Landlord breaches this Listing, Landlord is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If Landlord breaches this Listing and has not leased the Property, the Listing Price will be the monthly rent and the term will be 12 months for purposes of computing Broker's compensation. If Broker breaches this Listing, Broker is in default and Landlord may exercise any remedy at law.
17. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.
18. **ATTORNEY'S FEES:** If Landlord or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. **ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Listing and other documents that Landlord may need to provide are:

- ☒ A. Information About Brokerage Services;
- ☒ B. Addendum Regarding Rental Flood Disclosure
- ☐ C. Addendum Regarding Lead-Based Paint (required if Property was built before 1978);

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- ☐ D. Request for Information from an Owners' Association;
☐ E. Information about Special Flood Hazard Areas;
☐ F. Condominium Addendum to Listing;
☐ G. Keybox Authorization by Tenant; and
☐ H. Information about On-Site Sewer Facility
☐ I. IRS Forms (W-9 or W-8)
☐ J. Owner's Authorization Concerning Unescorted Access to Property
☐ K. General Information for Landlord Regarding Assistance Animals
☐ L. _____

20. LEASE REQUIREMENTS BY LANDLORD: In response to inquiries from prospective tenants and other brokers, Broker may communicate the Listing Price as the desired monthly rent and the following preferences or requirements by Landlord. The information is negotiable and does not bind Landlord to accept or reject any offer.

- A. Monthly Rent: Due on the ☒ first day of the month ☐ _____.
- B. Late Charges: Time at which late charges are incurred: 11:59 p.m. on the _____ day after the date on which rent is due.
 (1) Initial Late Charge: ☒ (a) \$50.00 _____; ☐ (b) _____ % of one month's rent.
 (2) Additional Late Charges: \$20.00 _____ per day thereafter.
- C. Animals: ☐ not permitted ☒ permitted with the following restrictions (*size, weight, number, type*): _____
Dogs and Cats only. Max 2 pets. No aggressive breeds per owner's discretion.
 (1) If an animal is permitted, Landlord requires the tenant to sign an animal agreement and requires:
☒ (a) an animal deposit of \$200.00 _____ in addition to the security deposit.
☒ (b) the monthly rent to be increased by \$25.00 _____.
☒ (c) a one-time, non-refundable payment of \$150.00 _____.
 (2) Animal violation charges (whether animal is permitted or not permitted): (a) an initial charge of \$200.00 _____; and (b) \$10.00 _____ per day thereafter.

Notice: Broker is not authorized to refuse a valid request for a reasonable accommodation for an assistance animal and may not charge any animal fee or animal deposit for the assistance animal.

Please see TXR Form 2226 General Information for Landlord Regarding Assistance Animals for more information.

- D. Security Deposit: \$1,550.00 _____
- E. Utilities: All utilities to be paid by Tenant except: _____
- F. Guests: Number of days guests permitted on Property: 7 _____
- G. Vehicles: Number of vehicles permitted on Property: 2 _____
- H. Trip Charge: \$35.00 _____
- I. Keybox: Authorized during last 60 _____ days of lease; Early Withdrawal Fee \$1,550.00 _____
- J. Inventory and Condition Form: To be delivered within 10 _____ days
- K. Yard: To be maintained by: ☐ Landlord; ☒ Tenant; ☐ a contractor chosen and paid by Tenant; or
☐ _____ (contractor) paid by Tenant

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- L. Pool/Spa: To be maintained by: ☐ Landlord; ☐ Tenant; ☐ a contractor chosen and paid by Tenant;
☐ _____ (contractor) paid by Tenant; or
☐ _____
- M. Repairs: Emergency phone number for repairs: 512-496-4279 Mark Garner
 Appliances or items that will not be repaired: _____
- N. Special Provisions: _____
- O. Assignment, Subletting and Replacement Tenant Fees:
 (1) If procured by tenant: ☒ (i) \$1.6K ; or ☐ (ii) ___ % of one month's rent.
 (2) If procured by landlord: ☒ (i) \$1.6K ; or ☐ (ii) ___ % of one month's rent.
- P. Other: _____

21. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Landlord's obligation to pay Broker earned compensation is binding upon Landlord and Landlord's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Landlords executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Severable Clauses: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- F. Controlling Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

22. ADDITIONAL NOTICES:


- A. **Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Broker advises Landlord to review the information Broker submits to an MLS or other listing service.**
- D. **Broker advises Landlord to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**

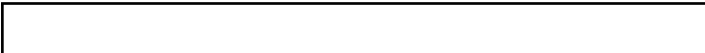
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- E. Broker advises Landlord to consult an attorney before using any type of surveillance device in the Property to record or otherwise monitor prospective tenants without their knowledge or consent. Landlord should be aware that a prospective tenant might photograph or otherwise record the Property without Landlord's knowledge or consent.
- F. Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Landlord.
- G. Residential service contracts are available from licensed residential service companies. A residential service contract may provide for the repair or replacement of some appliances or electrical, plumbing, heating, or cooling systems. Exclusions and deductibles apply.
- H. The Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. The Property Code also requires smoke alarms in certain locations. The Property Code requires Landlord to rekey the security devices and to test the smoke alarms each time a new tenant occupies the Property.
- I. If the Property was built before 1978, Federal law requires the Landlord (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards.
- J. Broker advises Landlord to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.
- K. Broker cannot give legal advice. **READ THIS LISTING CAREFULLY.** If you do not understand the effect of this Listing, consult an attorney **BEFORE** signing.

Berkshire Hathaway HS TX Realty 523750
 Broker's Printed Name License No.

Gustavo Matias Dos Santos
 Landlord's Printed Name

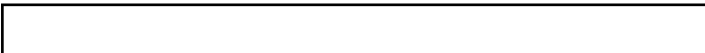
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10/27/23 6:56 PM CDT
0ACL-E2BX-CCNM-FZCH
☐ Broker's Signature Date


 Landlord's Signature Date

☒ Broker's Associate's Signature, as an authorized agent of Broker

Mark Garner
 Broker's Associate's Printed Name, if applicable

Landlord's Printed Name


 Landlord's Signature Date



ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

935 La Posada Drive #222, Austin, TX 78752

THIS ADDENDUM IS A DISCLOSURE OF LANDLORDS' KNOWLEDGE AS OF THE DATE SIGNED BY THE LANDLORD. IT IS NOT A WARRANTY OF ANY KIND NOR A PREDICTION OF FUTURE EVENTS BY LANDLORD, LANDLORD'S AGENTS, OR ANY OTHER AGENT.

A. 100-YEAR FLOODPLAIN. Landlord ☐ is or ☒ is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the dwelling is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.

B. DAMAGE TO A DWELLING DUE TO FLOODING DURING THE LAST FIVE-YEAR PERIOD. Landlord ☐ is or ☒ is not aware that the dwelling you are renting has flooded at least once within the last five years.

**For purposes of this notice:*

"100-year floodplain" means any area of land designated as a flood hazard area with a one percent or greater chance of flooding each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.). A landlord is not required to disclose on the notice that the landlord is aware that a dwelling is located in a 100-year floodplain if the elevation of the dwelling is raised above the 100-year floodplain flood levels in accordance with federal regulations.

"Flooding" means a general or temporary condition of partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall.

The undersigned Tenant acknowledges receipt of the foregoing notice.

Landlord

Date

Landlord

Date

Tenant

Date

Tenant

Date

Tenant

Date



RESIDENTIAL LEASING AND PROPERTY MANAGEMENT AGREEMENT

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1. PARTIES:

A. The parties to this agreement are:

Owner: Gustavo Matias Dos Santos
 Address: 935 La Posada Drive #222
 City, State, Zip: Austin, TX 78752
 Mobile: 661-808-3614 Wk. Ph: _____ Hm. Phone: _____
 Fax/E-mail: gumatias@gmail.com Fax/E-Mail: _____
 Additional Phones or Contact Information: _____

~~Broker:~~ Company: Garner Properties
 Address: 2004 Chamberlin Trail
 City, State, Zip: Georgetown, TX 78626
 Phone: 512-496-4279 Mobile: 512-496-4279
 Fax/E-mail: mgarner@bhstx.com Fax/E-Mail: _____

B. If Owner is not an individual, Owner is a: ☐ estate ☐ corporation ☐ limited liability company (LLC) ☐ trust ☐ partnership ☐ limited liability partnership (LLP) ☐ other _____, which was chartered or created in _____ (State). The individual signing this agreement for the owner represents to Broker that he or she has the authority to bind Owner to this agreement, to act for Owner, and is acting under his capacity as _____ (title) for the Owner.

C. Owner appoints Broker as Owner's sole and exclusive leasing and managing agent of the real property described in Paragraph 2 and in any addendum to this agreement.

2. PROPERTY: "Property" means:

Address (include unit nos.) _____
935 La Posada Drive #222, Austin, TX 78752
 legally described as: Unit 222 Bldg. 2, Flats at 935 Condominiums Plus 1.98% Int. in Com Area

 in Travis County, Texas, together with the following non-real-property items: Refrigerator, Washer & Dryer

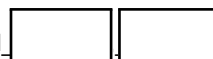
"Property" also includes any other Property described in any attached Multiple Property Addendum.

3. TERM:

A. Primary Term: The primary term of this agreement begins and ends as follows:

Commencement Date: 10/26/2023 Expiration Date: 12/31/2024

B. Automatic Extension: Unless either party provides written notice of termination to the other party at least 30 days before the Expiration Date, this agreement will automatically extend on a monthly basis until either party terminates by providing at least 30 days written notice to the other party.



- C. Effective Services: If Broker determines that Broker cannot continue to effectively provide leasing and management services to Owner for any reason at any time during this agreement Broker may terminate this agreement by providing at least 30 days written notice to Owner.
- D. Fees Upon Termination: At the time this agreement ends, Owner must pay Broker amounts specified in Paragraph 12.

4. AUTHORITY OF BROKER:

- A. Leasing and Management Authority: Owner grants to Broker the following authority which Broker may exercise when and to the extent Broker determines to be in Owner's interest:
- (1) advertise the Property for lease at Owner's expense by means and methods that Broker determines are reasonably competitive, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
 - (2) place "For Lease" signs or other signs on the Property in accordance with applicable laws, regulations, ordinances, restrictions, and owners' association rules;
 - (3) remove all other signs offering the Property for sale or lease;
 - (4) submit the Property as a listing with one or more Multiple Listing Services (MLS) at any time the Property is marketed for lease and to change or terminate such listings;
 - (5) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times for purposes contemplated by this agreement and to lend keys and disclose security codes to such persons to enter the Property;
 - (6) duplicate keys and access devices, at Owner's expense, to facilitate convenient and efficient showings of the Property and to lease the Property;
 - (7) place a keybox on the Property;
 - (8) employ scheduling companies to schedule showings by other brokers at any time the Property is marketed for lease;
 - (9) verify information and references in rental applications from prospective tenants;
 - (10) negotiate and execute leases on Owner's behalf for the Property at market rates and on competitively reasonable terms for initial terms of not less than 12 months and not more than 24 months and in accordance with any instructions in Paragraph 20;
 - (11) negotiate and execute any amendments, extensions, or renewals to any leases for the Property on Owner's behalf;
 - (12) terminate leases for the Property, negotiate lease terminations, and serve notices of termination;
 - (13) collect and deposit for Owner rents, security deposits, and other funds related to the Property in a trust account and pay from that account: (a) any compensation and reimbursements due Broker under this agreement; and (b) other persons as this agreement may authorize.
 - (14) account for security deposits that Broker holds in trust to any tenants in the Property in accordance with applicable law, this agreement, and any lease of the Property and make deductions from the deposits in accordance with the lease and applicable law;
 - (15) collect administrative charges including but not limited to, application fees, returned check fees, and late charges from tenants in the Property or from prospective tenants;
 - (16) institute and prosecute, at Owner's expense, actions to: (a) evict tenants in the Property; (b) recover possession of the Property; or (c) recover lost rent and other damages;
 - (17) settle, compromise, or withdraw any action described in Paragraph 4A(16);
 - (18) negotiate and make reasonable concessions to tenants or former tenants in the Property;
 - (19) report payment histories of tenants in the Property to consumer reporting agencies;
 - (20) obtain information from any holder of a note secured by a lien on the Property and any insurance company insuring all or part of the Property;

- (21) hire contractors to repair, maintain, redecorate, or alter the Property provided that Broker does not expend more than \$200.00 _____ for any single repair, maintenance item, redecoration, or alteration without Owner's consent;
- (22) hire contractors to make emergency repairs to the Property without regard to the expense limitation in Paragraph 4A(21) that Broker determines are necessary to protect the Property or the health or safety of an ordinary tenant;
- (23) contract, at Owner's expense, in either Broker's or Owner's name, for utilities and maintenance to the Property during times that the Property is vacant, including but not limited to, electricity, gas, water, alarm monitoring, cleaning, pool and spa maintenance, yard maintenance, and other regularly recurring expenses that Broker determines are reasonable to maintain and care for the Property; and
- (24) perform other necessary services related to the leasing and management of the Property.

B. Record Keeping: Broker will:

- (1) maintain accurate records related to the Property and retain such records for not less than 4 years;
- (2) file reports with the Internal Revenue Service related to funds received on behalf of Owner under this agreement (for example, Form 1099); and
- (3) remit, each month, the following items to Owner: (a) funds collected by Broker for Owner under this agreement, less authorized deductions and rents not yet due according to the terms of the Owner's agreement with a tenant; and (b) a statement of receipts, disbursements, and charges. Owner may instruct Broker in writing to remit the items to another person or address.

C. Security Deposits:

- (1) During this agreement, Broker will maintain security deposits received from tenants in a trust account and will account to the tenants for the security deposits in accordance with the leases for the Property.
- (2) Except as stated in Paragraph 4(I), after this agreement ends, Broker will deliver to Owner or the Owner's designee the security deposit held by Broker under an effective lease of the Property, less deductions authorized by this agreement, and will send written notice to the tenant that states all of the following:
 - (a) that this agreement has ended;
 - (b) the exact dollar amount of the security deposit;
 - (c) the contact information for the Owner or the Owner's designee; and
 - (d) that Owner is responsible for accounting for and returning the tenant's security deposit.
- (3) If Broker complies with this Paragraph 4C, Owner will indemnify Broker from any claim or loss from a tenant for the return of a security deposit. This Paragraph 4C survives termination of this agreement.

D. Deductions and Offset: Broker may disburse from any funds Broker holds in a trust account for Owner:

- (1) any compensation due Broker under this agreement;
- (2) any funds Broker is authorized to expend under this agreement; and
- (3) any reimbursement Broker is entitled to receive under this agreement.

E. Insurance and Attorneys:

- (1) Broker may not file a claim for a casualty loss with the carrier insuring the Property. Broker may communicate with the carrier to facilitate the processing of any claim Owner may file or other matters that Owner instructs Broker to communicate to the carrier.
- (2) Broker may not directly or indirectly employ or pay a lawyer to represent Owner. Broker may communicate with Owner's attorney in accordance with Owner's instructions.

F. Trust Accounts, MLS, Keybox, and Listing Content:

- (1) Trust Accounts: A trust account must be separate from Broker's operating account and must be designated as a trust, property management or escrow account or other similar name. Broker may maintain one trust account for all properties Broker leases and manages for others.

- (2) MLS: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including leased data. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. *Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.*
- (3) Keybox: A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device, so that authorized persons may enter the Property. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). *Neither the Association of REALTORS® nor MLS requires the use of a keybox.*
- (4) Listing Content:
- (a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property. "Owner Listing Content" means Listing Content provided by Owner to Broker or Broker's associates. "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this agreement.
 - (b) Owner grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Owner Listing Content, to prepare derivative works of the Owner Listing Content, and to distribute the Owner Listing Content, including any derivative works of the Owner Listing Content. This Paragraph 4F(4)(b) survives termination of this agreement.
 - (c) All Broker Listing Content is owned exclusively by Broker, and Owner has no right, title or interest in or to any Broker Listing Content.
 - (d) Owner understands and agrees that both the Owner Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

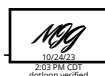
G. Performance Standard: Broker will:

- (1) use reasonable care when exercising Broker's authority and performing under this agreement; and
- (2) exercise discretion when performing under this agreement in a manner that Broker believes to be in Owner's interest, provided that Broker will treat any tenant honestly and fairly.

H. Inability to Contact Owner: If Broker is unable to contact Owner for 10 _____ days, Broker is authorized to contact the person below for the sole purpose of attempting to reestablish contact with Owner.

Name: _____ Phone: _____
 Address: _____
 E-mail: _____

I. Foreclosure: If Broker receives notice of the Owner's delinquency in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) owners' association fees, Broker may give Owner 15 days to cure the delinquency during which period Owner authorizes Broker to freeze any funds held by Broker and no disbursements will be made to Owner related to this agreement or the Property. If after the 15 day period, the delinquency is not cured and the foreclosure process is initiated, Owner authorizes Broker to deduct from any other funds being held by Broker for Owner any remaining Broker Fees or funds due to Broker related to services performed under this agreement. Additionally, Owner authorizes Broker to return any security deposit



being held by Broker to a tenant of the Property in addition to any prorated amount of rent being held by Broker and Broker may terminate this agreement. This paragraph does not preclude the Broker from seeking any other remedies under this agreement or at law that may be available to the Broker.

5. LEGAL COMPLIANCE: The parties will comply with all obligations, duties, and responsibilities under the Texas Property Code, fair housing laws, and any other statute, administrative rule, ordinance, or restrictive covenant applicable to the use, leasing, management, or care of the Property.

6. RESERVES: Upon execution of this agreement, Owner will deposit the following amount with Broker to be held in a trust account as a reserve for Owner: \$NA for each unit within the Property or Properties managed by Broker under this agreement. Broker may, at Broker's discretion, use the reserve to pay any expense related to the leasing and management of the Property(ies) (including but not limited to Broker's fees). If the balance of the reserve becomes less than the amount stated, at any time, Broker may: (a) deduct an amount that will bring the balance to the amount stated from any subsequent rent received on behalf of Owner and deposit the amount into the reserve; or (b) notify Owner that Owner must promptly deposit additional funds with Broker to bring the balance to the amount stated.

7. ADVANCES: Owner will, in advance, provide Broker all funds necessary for the leasing and management of the Property. Broker is not obligated to advance any money to Owner or to any other person.

8. OWNER'S REPRESENTATIONS:

A. General:

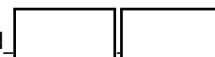
(1) Except as disclosed in Paragraph 20, Owner represents that:

- (a) Owner has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- (b) Owner is not bound by: (i) another agreement with another broker for the sale, exchange, lease, or management of the Property that is or will be in effect during this agreement; or (ii) an agreement or covenant that prohibits owner from leasing the property;
- (c) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- (d) Owner is not delinquent in the payment of any property taxes, owners' association fees, property insurance, mortgage, or any encumbrance on or affecting the Property;
- (e) the Property is not subject to the jurisdiction of any court;
- (f) the optional user fees for the use of common areas (for example, pool or tennis courts) in the Property's subdivision are: _____;
- (g) all information related to the Property that Owner provides to Broker is true and correct to the best of Owner's knowledge; and
- (h) the Owner Listing Content, and the license granted to Broker for the Owner Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity.

(2) Broker may disclose to a tenant or to a prospective tenant any information related to the representations made in this Paragraph 8.

B. Property Condition: Owner and Broker are obligated under law to disclose to a tenant or to a prospective tenant any known condition that materially and adversely affects the health or safety of an ordinary tenant. Owner is obligated under the Property Code to repair any such condition for a tenant. Owner represents that:

- (1) any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances; and
- (2) Owner is not aware of a condition concerning the Property that materially affects the health or safety of an ordinary tenant, except as stated below, in this agreement, or in any addendum: _____



Leasing & Management Agreement concerning: 935 La Posada Drive #222, Austin, TX 78752

- C. **Lead-Based Paint:** If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint and lead-based paint hazards that will be made part of any lease of the Property. If the Property was built before 1978, federal law requires the Owner (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards.

9. OWNER'S COOPERATION: Owner agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and lease of the Property;
- B. not rent or lease the Property to anyone without Broker's prior written approval;
- C. not negotiate with any prospective tenant who might contact Owner directly, but refer all prospective tenants to Broker;
- D. not deal with or negotiate with any tenant in the Property concerning any matter related to the management or leasing of the Property but refer all such dealings to Broker;
- E. not enter into a listing agreement or property management agreement with another broker for the rental, leasing, or management of the Property to become effective during this agreement;
- F. provide Broker with copies of any existing leases or rental agreements related to the Property;
- G. provide Broker with keys and access devices to the Property;
- H. provide Broker with copies of all warranties related to the Property or any item in the Property;
- I. tender to Broker any security deposits paid by any existing tenants in the Property;
- J. complete any disclosures or notices required by law or a lease of the Property;
- K. amend applicable notices and disclosures if any material change occurs during this agreement; and
- L. notify Broker if Owner becomes delinquent in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) owners' association fees.

10. INSURANCE:


- A. At all times during this agreement, Owner must maintain in effect:
 - (1) a public liability insurance policy that names Broker as a co-insured or additional insured and covers losses related to the Property in an amount of not less than \$300,000 on an occurrence basis; and
 - (2) an insurance policy for the Property in an amount equal to the reasonable replacement cost of the Property's improvements and that contains endorsements which contemplate the leasing of the Property with vacancies between lease terms.
- B. Not later than the 15th day after the Commencement Date, Owner must deliver to Broker copies of certificates of insurance evidencing the coverage required under Paragraph 10A. If the coverage changes at any time during this agreement, Owner must deliver to Broker a copy of the insurance certificate evidencing the change not later than 10 days after the change.
- C. If Owner fails to comply with Paragraphs 10A or 10B, Broker may:
 - (1) purchase insurance that will provide Broker the same coverage as the required insurance under Paragraph 10A(1) and Owner must promptly reimburse Broker for such expense; or
 - (2) exercise Broker's remedies under Paragraph 17.

11. BROKER'S FEES: All fees to Broker under this agreement are payable in Williamson


County, Texas. This Paragraph 11 survives termination or expiration of this agreement with regard to fees earned during this agreement which are not payable until after its termination. Broker may deduct any fees under this Paragraph 11 from any funds Broker holds in trust for Owner, except for the fees specified under Paragraph 11(I). If more than one property or unit is made part of and subject to this agreement, each of the provisions below will apply to each property or unit separately.


- ☒ A. **Management Fees:** Each month Owner will pay Broker the greater of \$125.00 (minimum management fee) or: *(Check one box only.)*
 - ☐ (1) % of the gross monthly rents collected that month.
 - ☒ (2) A flat fee of \$125.00 per month.

(TXR-2201) 07-08-22 Initialed for Identification by Broker/Associate


2024/08/22
dotloop verified

and Landlord





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A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the minimum management fee. Management fees under this Paragraph 11A are earned daily and are payable not later than the last day of each month.

☒ B. Leasing Fees for New Tenancies: Each time the Property is leased to a new tenant, Owner will pay Broker a leasing fee equal to: *(Check one box only.)*

☒ (1) 70.00 % of one full month's rent to be paid under the lease.

☐ (2) _____ % of the gross rents to be paid under the lease.

☐ (3) _____

The leasing fees under this Paragraph 11B are earned and payable at the time the lease is executed.

☒ C. Renewal or Extension Fees: Each time a tenant in the Property renews or extends a lease, Owner will pay Broker a renewal or extension fee equal to: *(Check one box only.)*

☐ (1) _____ % of one full month's rent to be paid under the renewal or extension.

☐ (2) _____ % of the gross rents to be paid under the renewal or extension.

☒ (3) A flat rate of \$200 to research the current rental market rate and write up a new lease agreement

The renewal or extension fees under this Paragraph 11C are earned and payable at the time the renewal or extension is effective. For the purposes of this paragraph, a new lease for the same Property with the same tenant then occupying the Property is an extension or renewal. This Paragraph 11C does not apply to month-to-month renewals or month-to-month extensions.

☐ D. Service Fees: Each time Broker arranges for the Property to be repaired, maintained, redecorated, or altered as permitted by this agreement, Owner will pay Broker a service fee equal to: *(Check one box only.)*

☐ (1) _____ % of the total cost of each repair, maintenance, alteration, or redecoration.

☐ (2) _____

The service fees under this Paragraph 11D are earned at the time the repair, maintenance, redecoration, or alteration is made and are payable upon Owner's receipt of Broker's invoice.

☒ E. Interest on Trust Accounts: Any trust account Broker maintains under this agreement may be an interest-bearing or income producing account. Broker may retain any interest or income from such account as compensation under this agreement. Broker will remove any interest or income payable under this Paragraph 11E from the trust account not later than the 30th day after the interest or income is paid.

☒ F. Administrative Fees: If Broker collects administrative charges from tenants or prospective tenants, including but not limited to, application fees, returned check fees, or late charges (as authorized under Paragraph 4A), Broker will retain such fees as compensation under this agreement. The administrative fees under this Paragraph 11F are earned and payable at the time Broker collects such fees.

☒ G. Fees Related to Insurance and Legal Matters:

(1) If Owner requests or instructs Broker to coordinate or communicate with any insurance carrier regarding any casualty to or on the Property, Owner will pay Broker \$25.00 per hour for Broker's time expended in such matters and in preparation of such matters.

(2) If Owner requests or instructs Broker to appear in any legal proceeding or deposition related to the Property (including, but not limited to, evictions, tenant disputes, security deposit disputes, and suits for damages), Owner will pay Broker \$50.00 per hour for Broker's time expended in such matters and in preparation of such matters.

Fees under this Paragraph 11G are earned at the time the services are rendered and payable upon Owner's receipt of Broker's invoice.

☐ H. Fees in the Event of a Sale:

(1) Fee if a Tenant Purchases Property: If Owner sells the Property to a tenant who occupied the Property during the term of this agreement not later than the time the tenant vacates the Property, Owner will pay Broker a fee equal to: *(Check one box only.)*

☐ (a) _____ % of the sales price.

☐ (b) _____

Fees under this Paragraph 11H(1) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes. Broker will waive any fees due under Paragraph 12 at the time the sale closes.

- (2) Fee if Buyer is Procured through Broker: If during this agreement, Owner agrees to sell the Property to a person other than a tenant who occupied the Property and Broker procures the buyer, directly or through another broker, Owner will pay Broker a fee equal to: *(Check one box only.)*

☐ (a) _____% of the sales price.

☐ (b) _____.

Fees under this Paragraph 11H(2) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes. Broker will waive any fees due under Paragraph 12 at the time the sale closes.

- (3) Sale Coordination Fees: If at any time during this agreement Owner agrees to sell the Property and Broker is not paid a fee under Paragraph 11H(1) or (2), Owner will pay Broker _____ for Broker's time and services to coordinate showings, inspections, appraisals, repairs, and other related matters. Fees under this Paragraph 11H(3) are earned at the time such services are rendered and payable upon Owner's receipt of Broker's invoice.

- (4) Definition: "Sell" means to agree to sell, convey, transfer or exchange any interest in the Property whether by oral or written agreement or option.

- (5) Separate Listing Agreement Controls: If Owner sells the Property and pays Broker the fee under a separate written listing agreement between Owner and Broker: (a) this Paragraph 11H will not apply; and (b) Broker will waive any fees due under Paragraph 12 at the time the sale closes.

- ☒ I. Compensation from Benefit Programs or Packages: Broker may receive referral fees, periodic subscription fees, interest on outstanding debt, and other possible income by utilizing certain services involved with the management and/or leasing of the property. This may include but is not limited to: Administrative charges, HVAC filter subscription service, periodic property reviews, animal fees & rent, concierge utility services, cable/internet/phone services, or Tenant Benefit Program that may be offered, and other products or services provided. Any referral fee Broker receives under this Paragraph 11I is in addition to any other compensation Broker may receive under Paragraph 12.

- ☐ J. Other: _____

12. FEES UPON TERMINATION: At the time this agreement ends, Owner must pay Broker:

- A. all amounts due Broker under this agreement; and
B. if the Property is leased to a tenant on the date this agreement ends and Owner terminates this agreement, an amount equal to the greater of:
(a) the management fees that would accrue over the remainder of the term of the lease; or
(b) \$ _____; or
C. if the Property is not leased on the date this agreement ends and Owner terminates this agreement, \$ _____.

If more than one property or unit is made part of and subject to this agreement, this paragraph applies only to those properties or units then leased and applies to each property or unit separately.

13. EXPENSE REIMBURSEMENT: Upon Owner's receipt of Broker's invoice, Owner will reimburse Broker the following expenses that are related to the leasing or management of the Property: (a) copy charges; (b) charges for long distance telephone calls or facsimile transmissions; (c) regular, express, or certified mail charges; (d) notary fees; (e) photos and videos; (f) reasonable travel expenses, including but not limited to

mileage reimbursement (at the standard mileage rate published by the IRS), parking expenses, and tolls; and (g) any other expenditures Broker is authorized to make under this agreement for Owner or that Owner otherwise authorizes Broker to make for Owner.

14. FUNDS RECEIVED AFTER TERMINATION: Except as provided in Paragraph 4(l), if Broker receives any funds on behalf of Owner after this agreement ends (for example, rent, damages, past due amounts, and others), Broker will deposit those funds in Broker's trust account and will: (a) pay NA % of the funds received to Broker as compensation for services (for example, research, accounting, communicating, and processing) rendered at that time; and (b) pay the balance of the funds to Owner. This provision survives termination of this agreement.

15. COOPERATION WITH OTHER BROKERS: When the Property is marketed for lease, Broker will allow other brokers to show the Property to prospective tenants. If the other broker procures a tenant who leases the Property, Broker will offer to pay the other broker a fee out of the compensation Broker receives under Paragraph 11. As of the date this agreement is signed, Broker's policy is to offer other brokers the following amounts. Broker may change the amounts disclosed below without notice, provided that Broker will offer competitively reasonable amounts to other brokers.

A. MLS Participants: If the other broker is a participant in the MLS in which the listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the tenant (*complete only one*): 30.00 % of one month's rent to be paid under a lease; _____ % of all rents to be paid under a lease; or \$ _____; and
- (2) if the other broker is a subagent (*complete only one*): _____ % of one month's rent to be paid under a lease; _____ % of all rents to be paid under a lease; or \$ _____.

B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which the listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the tenant (*complete only one*): 30.00 % of one month's rent to be paid under a lease; _____ % of all rents to be paid under a lease; or \$ _____; and
- (2) if the other broker is a subagent (*complete only one*): _____ % of one month's rent to be paid under a lease; _____ % of all rents to be paid under a lease; or \$ _____.

16. LIABILITY AND INDEMNIFICATION:

A. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:

- (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
- (2) acts of third parties (for example, vandalism, theft, or other criminal acts);
- (3) freezing or leaking water pipes;
- (4) failure to properly water the foundation of the Property;
- (5) a dangerous condition or environmental condition on the Property; or
- (6) the Property's non-compliance with any law or ordinance.


B. Broker is not responsible or liable in any manner for:

- (1) performing or certifying any inspections or surveys that may be required by local, state, or federal regulations;
- (2) any late fees or other charges Owner incurs to any creditor caused by late or insufficient payments by any tenant in the Property; or
- (3) damages to Owner caused by a tenant's breach of a lease.


C. Owner agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:

- (1) are caused by Owner, negligently or otherwise;

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and Landlord



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- (2) arise from Owner's failure to disclose any material or relevant information about the Property;
- (3) are caused by Owner giving incorrect information to any person; or
- (4) are related to the management of the Property and are not caused by Broker, negligently or otherwise.

D. Owner is responsible and liable for all contracts and obligations related to the Property (for example, maintenance, service, repair and utility agreements) entered into before or during this agreement by Owner or by Broker under Broker's authority under this agreement. Owner agrees to hold Broker harmless from all claims related to any such contracts.

17. DEFAULT: A party is in default if the party fails to cure a breach within 10 days after receipt of written demand from the other party. If either party is in default, the non-defaulting party may: (a) terminate this agreement by providing at least 10 days written notice; (b) recover all amounts due to the non-defaulting party under this agreement; (c) recover reasonable collection costs and attorney's fees; and (d) exercise any other remedy available at law. Broker is also entitled to recover any compensation Broker would have been entitled to receive if Owner did not breach this agreement.

18. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

19. ATTORNEY'S FEES: If Owner or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

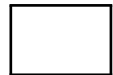
20. SPECIAL PROVISIONS:

The word "Broker" shall be replaced with the word "Company" through this agreement.


21. ADDENDA: Incorporated into this agreement are the following addenda, exhibits, and other information:

- ☒ A. Information About Brokerage Services
- ☒ B. Addendum Regarding Rental Flood Disclosure
- ☐ C. Addendum Regarding Lead-Based Paint
- ☐ D. Multiple Property Addendum
- ☐ E. Owner's Notice Concerning Condition of Property under Property Management Agreement
- ☐ F. Property Manager's Inventory and Condition Report
- ☐ G. Addendum for Authorization to Act for Owner before Owners' Association
- ☐ H. Copy of Rules and Regulations of an Owners' Association
- ☐ I. Copy of the Owners' Association Bylaws and Deed Restrictions affecting the Property
- ☐ J. IRS Forms (W-9 or W-8)
- ☐ K. Owner's Authorization Concerning Unescorted Access to Property
- ☐ L. General Information for Landlord Regarding Assistance Animals
- ☐ M.


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Note: Complete and deliver to Broker IRS W-9 Form or similar form. Broker maintains a privacy policy that is available upon request.

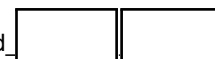

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22. AGREEMENT OF PARTIES:

- A. **Entire Agreement:** This document contains the entire agreement of the parties and may not be changed except by written agreement.
- B. **Assignments:** Neither party may assign this agreement without the written consent of the other party.
- C. **Binding Effect:** Owner's obligation to pay Broker an earned fee is binding upon Owner and Owner's heirs, administrators, executors, successors, and permitted assignees.
- D. **Joint and Several:** All Owners executing this agreement are jointly and severally liable for the performance of all its terms. Any act or notice to, refund to, or signature of, any one or more of the Owners regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Owners executing this agreement.
- E. **Governing Law:** Texas law governs the interpretation, validity, performance, and enforcement of this agreement.
- F. **Severability:** If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- G. **Context:** When the context requires, singular nouns and pronouns include the plural.
- H. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, or e-mail address specified in Paragraph 1.
- I. **Copyright:** If an active REALTOR® member of Texas REALTORS® does not negotiate this agreement as a party or for one of the parties, with or without the assistance of an active member of the State Bar of Texas, this agreement is voidable at will by Owner.

23. INFORMATION:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Owner may review the information Broker submits to an MLS or other listing service.**
- D. **Broker advises Owner to remove or secure jewelry, prescription drugs, and other valuables.**
- E. **The Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. The Property Code also requires smoke alarms in certain locations. The Property Code requires the security devices to be rekeyed and the smoke alarms to be tested each time a new tenant occupies the Property.**
- F. **Broker advises Owner to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.**



Leasing & Management Agreement concerning: 935 La Posada Drive #222, Austin, TX 78752

G. Broker cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this agreement, consult an attorney BEFORE signing.

Company: Garner Properties

Broker's Printed Name

License No.

Mark J. Garner
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☒ Broker's Signature

Date

☐ Broker's Associate's Signature, as an authorized agent of Broker

President: Mark Garner

Broker's Associate's Printed Name, if applicable

Gustavo Matias Dos Santos

Owner's Printed Name

Owner's Signature

Date

Owner's Printed Name

Owner's Signature

Date

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Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Berkshire Hathaway HS TX Realty	523750	Rick.Ellis@bhhstxrealty.com	512-483-6000
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Rick Jenkins	282050	Rick.Jenkins@bhhstxrealty.com	512-483-6000
Designated Broker of Firm	License No.	Email	Phone
Rick Ellis	451298	Rick.Ellis@bhhstxrealty.com	512-483-6000
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Mark Garner	618060	Mark.Garner@bhhstxrealty.com	512-496-4279
Sales Agent/Associate's Name	License No.	Email	Phone

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Buyer/Tenant/Seller/Landlord Initials		Date